



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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Second District

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Third District

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Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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through leadership,
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December 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EQUIPMENT MAINTENANCE AND REPAIR SERVICES
AGREEMENT AMENDMENTS WITH VARIOUS SERVICE PROVIDERS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services, or his designee, to execute Amendments, substantially similar to Exhibit I, with the three contractors listed on Attachment B, to extend the term effective January 1, 2007 through December 31, 2011, for the provision of maintenance and repair services at various Department of Health Services' (DHS) and Department of Public Health (DPH) facilities, with a combined total cost of \$111,225 annually for DHS and \$3,290 for DPH, and five-year total cost of \$556,125 for DHS and \$16,450 for DPH, and increase the total maximum obligation for each of these Agreements, by no more than 40% above the calendar year 2007 maximum obligation for additional equipment and repair services at various DHS and DPH facilities, for a total potential increase of \$222,450 for DHS and \$6,580 for DPH through December 31, 2011.
2. Authorize the Director of Health Services, or his designee, to execute Amendments, substantially similar to Exhibit I, with the eight contractors listed on Attachment C, to extend the term effective January 1, 2007 through December 31, 2007, for the provision of maintenance and repair services at various DHS and DPH facilities, with a combined total cost of \$1,406,964 for DHS and \$51,915 for DPH, and increase the total maximum obligation for each of these Agreements by no more than 40% above the calendar year 2007 maximum obligation for additional equipment and repair services at various DHS and DPH facilities, for a total potential increase of \$562,786 for DHS and \$20,766 for DPH.
3. Authorize the Director of Health Services, or his designee, to amend Agreement No. H-700835 with Datex-Ohmeda, Inc., an Original Equipment Manufacturer (OEM), substantially similar to Exhibit II, to extend the term through June 30, 2010 and increase the total annual cost from \$77,084 to \$198,886, effective January 1, 2007 through June 30, 2010 for the provision of maintenance and repair services at various DHS facilities, identified in Attachment D, with a total cost of \$696,101, and increase the total maximum obligation by no more than 40% above the fiscal year 2007 maximum obligation for additional equipment and repair services at various DHS facilities, for a total potential increase of \$278,440 through June 30, 2010.

4. Authorize the Director of Health Services, or his designee, to amend Agreement No. H-700773 with Pouk and Steinle, Inc., substantially similar to Exhibit III, to increase the fee from \$30,500 to \$35,000, an increase of \$4,500, for provision of maintenance and repair services at Rancho Los Amigos National Rehabilitation Center (Rancho), identified in Attachment D, effective January 1, 2007 through June 30, 2009 with no change to the total cost of \$600,000.
5. Authorize the Director of Health Services, or his designee, to amend Agreement No. H-700917 with Southern California Boiler, Inc., substantially similar to Exhibit IV, to increase the fees between 7% and 19% depending on the boilers at the facilities, for provision of maintenance and repair services at Harbor-UCLA Medical Center (Harbor) and Rancho, identified in Attachment D, effective January 1, 2007 through June 30, 2009 with no change to the total cost of \$523,200.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The Agreements with the Contractors identified in Attachments B and C will expire on December 31, 2006. Board approval will enable DHS and DPH to extend the Agreements for the continued provision of critical equipment maintenance and repair services and delegate authority to the Director to make necessary adjustments in equipment inventory and related contract funding to expedite the maintenance and repair of any additional equipment and add other County facilities to the Agreements as necessary. Due to the many types of equipment located at numerous County facilities, the delegated authority will be used to expedite the addition of critical patient care and facility equipment needing preventive maintenance and repair services at DHS facilities.

Board approval of the Amendment with Datex-Ohmeda, Inc. provides for preventive services for several pieces of highly specialized anesthesia equipment at LAC+USC Medical Center (LAC+USC) in addition to the services being provided at various DHS facilities by the OEM as shown on Attachment D.

On June 7, 2006, the Board approved amendments with Pouk and Steinle, Inc. and Southern California Boiler, Inc. Pouk and Steinle and Southern California Boiler have been providing services under purchase order and agreement for at least three years with no change to the funding. Both Contractors are requesting increased fees and are unwilling to continue to provide services without an increase. DHS considers the increased fees to be reasonable. The fees are covered within the existing allocation, with no change to the maximum obligation under these Agreements, as shown on Attachment D.

FISCAL IMPACT/FINANCING:

The amendments' proposed maximum obligations to DHS and DPH, combined, are shown on Attachments B, C and D, which differ by term of agreement. The fiscal impact and financing for each department are as follows:

DHS:

The proposed maximum obligation to DHS for these amendments totals \$5,295,346, of which \$3,782,390 is the total for continuation of services and \$1,512,956 is for potential increases under delegated authority. These amounts are comprised of the portions of Attachments B and C which pertain to DHS, and Attachment D (all of which pertains to DHS). The total maximum obligation includes \$1,572,480 (\$600,000 and \$523,200 are for services and \$240,000 and \$209,280 are for potential increases), previously approved by the

Board for Pouk and Steinle, Inc. and Southern California Boiler, Inc. Any increase implemented under delegated authority will be funded within existing resources. Funding for the continuation of services is included in the DHS Fiscal Year 2006-07 Final Budget and will be requested, as necessary, in future fiscal years.

DPH:

The proposed maximum obligation to DPH for these amendments totals \$95,711, of which \$68,365 is the total for continuation of services and \$27,346 is for potential increases under delegated authority. These amounts are comprised of the portions of Attachments B and C which pertain to DPH. Any increase implemented under delegated authority will be funded within existing resources. Funding for the continuation of services is included in the DPH Fiscal Year 2006-07 Final Budget and will be requested, as necessary, in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The proposed Amendments will provide both routine and emergency equipment maintenance and repair services to equipment located at various DHS and DPH facilities. The equipment shall be maintained in accordance with the manufacturer's performance standards and in compliance with all accrediting and reviewing agencies' requirements including the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO).

Most recently, on December 14, 2004, the Board approved agreement amendments with the service providers listed on Attachments B and C for the continued provision of equipment maintenance and repair services. At that time, DHS stated that competitive bids would be conducted for the services provided under 14 Agreements. Of the 14 Agreements, the Department completed a competitive bid for laboratory equipment and microscopes and has recommended two providers under a separate Board action. Three of the 14 Agreements listed on Attachment B provide specialized services or the facilities only need the contractor to provide back up services. One of the 14 recommended contractors refused to sign the Agreement and in December 2005, the remaining contractor was extended through December 31, 2007 when Sheriff's Department equipment was added to the Agreement. Due to staff turnover, the Department has only been able to complete one solicitation. During the extension, the Department will assess the services, determine if a solicitation is appropriate, and proceed to complete those bid processes.

Attachment B

The three contractors identified on Attachment B, Allen Alarm Systems, Inc., Global Neurodiagnostics, and Harbor-UCLA Medical Foundation, Inc. provide specialized equipment maintenance for patient care and security services. The Department is recommending that these contracts be extended for five years through December 31, 2011 for that reason. Allen Alarm Systems, Inc. installed the security equipment at Rancho and four public health centers and provides ongoing monitoring and repair services using proprietary software. Global Neurodiagnostics provides intermittent intra-operative neurodiagnostic monitoring in the operating room at Rancho and Harbor. These services are used on a case-by-case as-needed basis. Harbor-UCLA Medical Foundation, Inc. (Foundation) provides yag laser services at Harbor. Use of the Foundation has been reduced substantially as most of the services are being done in-house. However, Harbor wants to have the services available from the Foundation as a back up.

Attachment C

The eight contractors listed on Attachment C provide equipment maintenance and repair for a wide variety of equipment including radiology, operating room, respiratory, and laboratory, located at various DHS and DPH facilities. All the equipment must be inspected and maintained to JCAHO standards to minimize risks. DHS and DPH are recommending that these Agreements be extended while services which are appropriate for competitive bid are identified and the bid process completed.

The Amendments with the providers identified on Attachment B will be effective January 1, 2007 through December 31, 2011, and the Amendments with the providers on Attachment C will be effective January 1, 2007 through December 31, 2007.

Although DPH's Public Health laboratory and other DPH facilities will receive services under these Agreements, DHS is retaining primary responsibility for these Agreements. DHS and DPH will mutually agree whether any future amendments or other Board actions will be done jointly or separately.

Attachment D

On June 29, 2004, the Board approved an Agreement with Datex Ohmeda, Inc. for preventive maintenance of anesthesia equipment at Harbor, Rancho, Olive View-UCLA Medical Center, and High Desert Health System and subsequently approved an extension through June 30, 2007. The Agreement is being extended through June 30, 2010 since it is an OEM. Olive View-UCLA Medical no longer needs services under this Agreement and several pieces of anesthesia equipment have come off warranty at LAC+USC and are being added to the Agreement to obtain the required services. Attachment D identifies the maximum obligation by facility.

On June 29, 2004, the Board also approved Agreements with Pouk and Steinle, Inc. for preventive maintenance on the electrical system at Rancho and Southern California Boiler, Inc. for preventive maintenance and repair services on the boiler system at Harbor.

On June 7, 2006, the Board approved Amendments with Pouk and Steinle and Southern California Boiler through June 30, 2009. Following Board approval, the contractors indicated that they needed an increase to their fees but agreed to accommodate the Department's immediate need for continued services for six months and then would require an increase. These contractors state that they are unable to recover their cost and are requesting an increase to the routine preventive maintenance fee. These vendors have not had a rate increase since their services were first obtained through the purchase order process more than three years ago. Pouk and Steinle is requesting an increase of 15% and Southern California Boiler is requesting an increase of 9% to 16% depending on the type of boiler and services at each facility. DHS finds that the contractors' requests are reasonable and is recommending the approval of these increases. There is no change to the approved term or the maximum obligation as the facilities included reserve funds for unforeseen expensive emergency repairs that must be completed immediately which will now be used to accommodate the increased fees.

All the Amendments include the most recent Board-mandated provisions, including the "Contractor Responsibility and Debarment" paragraph. County may terminate the Agreements with a 30-day prior written notice.

The Honorable Board of Supervisors
December 19, 2006
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The administration of each facility will monitor the contractors' performance and assure compliance with the terms and conditions of the Agreements.

Attachments A through D provide additional information; Attachment E provides a list of names and addresses of the contractors.

County Counsel has reviewed and approved Exhibits I, II, III, and IV as to form.

CONTRACTING PROCESS:

During the extension period, DHS and DPH intend to assess the multiple categories of equipment located at various DHS and DPH facilities that need to be maintained and repaired and determine the appropriate contracting process(es) for obtaining these required services cost-effectively on an ongoing basis. The goal is to identify an appropriate competitive process that is also cost-effective and efficient.

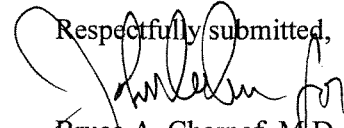
Under a separate Board action, DHS and DPH have recommended approval of two contractors to provide maintenance and repair services for laboratory equipment including microscopes as a result of a bid process recently completed.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these actions will allow DHS and DPH to ensure necessary maintenance and repair services are provided without interruption at County health facilities.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ds
Expiring Equipment Mtce. Amends.av.wpd

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENTS**1. TYPE OF SERVICES:**

Various equipment maintenance and repair services.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

See Attachment E.

3. TERM:

January 1, 2007 through December 31, 2007 or 2009 or 2010 or 2011 depending on the agreement.

4. FINANCIAL INFORMATION:**DHS:**

The proposed maximum obligation to DHS for these amendments totals \$5,295,346, of which \$3,782,390 is the total for continuation of services and \$1,512,956 is for potential increases under delegated authority. These amounts are comprised of the portions of Attachments B and C which pertain to DHS, and Attachment D (all of which pertains to DHS). The total maximum obligation includes \$1,572,480 (\$600,000 and \$523,200 are for services and \$240,000 and \$209,280 are for potential increases), previously approved by the Board for Pouk and Steinle, Inc. and Southern California Boiler, Inc. Any increase implemented under delegated authority will be funded within existing resources. Funding for the continuation of services is included in the DHS Fiscal Year 2006-07 Final Budget and will be requested, as necessary, in future fiscal years.

DPH:

The proposed maximum obligation to DPH for these amendments totals \$95,711, of which \$68,365 is the total for continuation of services and \$27,346 is for potential increases under delegated authority. These amounts are comprised of the portions of Attachments B and C which pertain to DPH. Any increase implemented under delegated authority will be funded within existing resources. Funding for the continuation of services is included in the DPH Fiscal Year 2006-07 Final Budget and will be requested, as necessary, in future fiscal years.

5. GEOGRAPHIC AREA SERVED:

All Supervisorial Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Facility Administrator.

7. APPROVALS:

LAC+USC Medical Center:	Pete Delgado, CEO
Martin Luther King, Jr./Drew Medical Center:	Antionette Smith-Epps, M.D., CEO
Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
Olive View Medical Center:	Melinda Anderson, CEO
High Desert Health System:	Beryl Brooks, Acting CEO
Rancho Los Amigos National Rehabilitation Ctr:	Valerie Orange, Acting CEO
Department of Public Health:	John F. Schunhoff, Acting Chief Deputy
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to form):	Andrea E. Ross, Senior Associate

MAINTENANCE AND REPAIR SERVICE AGREEMENT AMENDMENTS
Effective January 1, 2007 Through December 31, 2011

Contractor	Facility	Proposed CY 2007 Annual Maximum	Proposed CY 2008 Annual Maximum	Proposed CY 2009 Annual Maximum	Proposed CY 2010 Annual Maximum	Proposed CY 2011 Annual Maximum	TOTAL COST
1. Allen Alarm Systems, Inc. H-700133-4	DHS Rancho	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 160,000
	DPH HWHC Ruth Temple Torrance Whittier	\$ 262	\$ 262	\$ 262	\$ 262	\$ 262	\$ 1,310
		\$ 262	\$ 262	\$ 262	\$ 262	\$ 262	\$ 1,310
		\$ 262	\$ 262	\$ 262	\$ 262	\$ 262	\$ 1,310
		\$ 2,504	\$ 2,504	\$ 2,504	\$ 2,504	\$ 2,504	\$ 12,520
		\$ 3,290	\$ 3,290	\$ 3,290	\$ 3,290	\$ 3,290	\$ 16,450
Total DHS + DPH		\$ 35,290	\$ 35,290	\$ 35,290	\$ 35,290	\$ 35,290	\$ 176,450
2. Global Neurodiagnostics H-700047-3	Harbor Rancho	\$ 57,625 \$ 16,000 \$ 73,625	\$ 57,625 \$ 16,000 \$ 73,625	\$ 57,625 \$ 16,000 \$ 73,625	\$ 57,625 \$ 16,000 \$ 73,625	\$ 57,625 \$ 16,000 \$ 73,625	\$ 288,125 \$ 80,000 \$ 368,125
3. Harbor-UCLA Medical Foundation, Inc. H-300539-3	Harbor	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 28,000
Total: 40% Delegated Authority:		\$ 114,515 \$ 45,806 \$ 160,321	\$ 114,515 \$ 45,806 \$ 160,321	\$ 114,515 \$ 45,806 \$ 160,321	\$ 114,515 \$ 45,806 \$ 160,321	\$ 114,515 \$ 45,806 \$ 160,321	\$ 572,575 \$ 229,030 \$ 801,605

MAINTENANCE AND REPAIR SERVICES AGREEMENT AMENDMENT
Effective January 1, 2007 through December 31, 2007

Contractor	Facility	Proposed CY 2007 Annual Maximum Obligation
1. CEPA H-207977-2	DHS Harbor	\$ 20,600
	LAC+USC	\$ 25,130
	(LAC+USC - \$24,830)	
	(Hudson - \$300)	
	MLK	\$ 3,000
	Olive View	\$ 8,000
	Rancho	\$ 2,000
		\$ 58,730
DPH Public Health Lab		\$ 7,143
		\$ 7,143
Total DHS+DPH		\$ 65,873
2. EP Radiological Services, Inc. H-700098-3	Harbor	\$ 132,490
	MLK	\$ 24,000
	LAC+USC	\$ 7,140
	Long Beach	\$ 9,840
	Olive View	\$ 3,570
	Rancho	\$ 82,750
		\$ 259,790
3. Getinge USA, Inc. H-700151-3	Olive View	\$ 36,108
4. Hill-Rom Company, Inc. H-207975-2	Harbor	\$ 157,356
	MLK	\$ 86,000
	Olive	\$ 57,500
	Rancho	\$ 92,289
		\$ 393,145
5. Medrad Incorporation H-700152-4	Harbor	\$ 2,420
	LAC+USC	\$ 21,622
	MLK	\$ 15,000
		\$ 39,042
6. MTS-Delft USA H-700166-2	MLK	\$ 99,000
7. RCI Image Systems H-700100-3	Harbor	\$ 75,000
	Olive View	\$ 40,000
		\$ 115,000

MAINTENANCE AND REPAIR SERVICES AGREEMENT AMENDMENT
Effective January 1, 2007 through December 31, 2007

Contractor	Facility	Proposed CY 2007 Annual Maximum Obligation
8. Superior Scientific, Inc. H-207974-2	DHS Harbor	\$ 104,363
	High Desert	\$ 30,000
	MLK	\$ 86,000
	Humphrey HC	\$ 9,260
	LAC+USC	\$ 55,250
	LAC+USC HCs	\$ 11,944
	(Hudson \$3,428)	
	(El Monte \$4,628)	
	(Roybal \$3,888)	
	Olive View (including San Fernando)	\$ 69,332
	Rancho	\$ 40,000
		\$ 406,149
	DPH Public Health HCs	\$ 900
	Glendale HC \$300	
	North Hollywood HC \$300	
	Pacoima HC \$300	
	Public Health Lab	\$ 43,872
		\$ 44,772
Total DHS+DPH		\$ 450,921
Total:		\$ 1,458,879
40% Delegated Authority:		\$ 583,552
GRAND TOTAL:		\$ 2,042,431

MAINTENANCE AND REPAIR SERVICE AGREEMENT AMENDMENT

Effective January 1, 2007 Through June 30, 2010

Contractor	Facility	Proposed 1/1/07- 6/30/07 Maximum	Proposed FY 2007-08 Annual Maximum	Proposed FY 2008-09 Annual Maximum	Proposed FY 2009-10 Annual Maximum	TOTAL COST
Datex Ohmeda, Inc.	Harbor	\$ 8,400	\$ 16,800	\$ 16,800	\$ 16,800	\$ 58,800
	High Desert	\$ 2,650	\$ 5,300	\$ 5,300	\$ 5,300	\$ 18,550
	LAC+USC	\$ 75,393	\$ 150,786	\$ 150,786	\$ 150,786	\$ 527,751
	Rancho	\$ 13,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 91,000
	Total:	\$ 99,443	\$ 198,886	\$ 198,886	\$ 198,886	\$ 696,101
40% Delegated Authority:		\$ 39,777	\$ 79,554	\$ 79,554	\$ 79,554	\$ 278,440
	GRAND TOTAL:	\$ 139,220	\$ 278,440	\$ 278,440	\$ 278,440	\$ 974,541

New rates effective January 1, 2007 through June 30, 2009
Contracts, Terms and Funding Approved by the Board on June 7, 2006

Contractor	Facility	Approved FY 2006-07 Maximum Obligation	Approved FY 2007-08 Annual Maximum	Approved FY 2008-09 Annual Maximum	TOTAL COST
Pouk & Steinle	Rancho	\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
		\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
	Total:	\$ 80,000	\$ 80,000	\$ 80,000	\$ 240,000
	40% Delegated Authority:	\$ 280,000	\$ 280,000	\$ 280,000	\$ 840,000
	GRAND TOTAL:	\$ 280,000	\$ 280,000	\$ 280,000	\$ 840,000

Southern California Boiler, Inc.	Harbor	\$ 14,400	\$ 14,400	\$ 14,400	\$ 43,200
	Rancho	\$ 160,000	\$ 160,000	\$ 160,000	\$ 480,000
	Total:	\$ 174,400	\$ 174,400	\$ 174,400	\$ 523,200
	40% Delegated Authority:	\$ 69,760	\$ 69,760	\$ 69,760	\$ 209,280
	GRAND TOTAL:	\$ 244,160	\$ 244,160	\$ 244,160	\$ 732,480

ATTACHMENT E

1. Allen Alarm Systems, Inc. H-700133	Perry Allen, President 4853 West Jefferson Blvd Los Angeles, CA 90016 Telephone: (323) 731-0200 Fax: (323) 733-4074 e-mail: perry@allenalarms.com
2. Global Neurodiagnostics H-700047	Stuart Hall, Owner 13520 Meganwood Place La Mirada, CA 90638 Telephone: (562) 233-3504 Fax: (562) 947-3251 e-mail: global@spine-mon.com
3. Harbor-UCLA Medical Foundation, Inc. H-300539	Mack B. Oliver, CEO 21840 So. Normandie, Suite 700 Torrance, CA 90502 Telephone: (310) 222-5181 Fax: (310) 328-1415 e-mail: www.moliver@rei.edu
4. CEPA H-207977	Fred Delle, Service Manager 1939 Lake Place Ontario, CA 91761 Telephone: (909) 923-1988 Fax: (909) 923-8712 e-mail: fdelle@cepatest.com
5. Datex-Ohmeda, Inc. H-700835	Tom Rhodes, Clinical Systems Portfolio Mgr GE Healthcare 3295 Blake St, #203 Denver, CO. 80205 Telephone: (303) 296-0765 Fax: (608) 531-2066 e-mail: tom.rhodes@med.ge.com
6. EP Radiological Services, Inc. H-700098	Richard A. Flannery, President 8030 Remmet Avenue, Unit 1 Canoga Park, CA 91304 Telephone: (818) 313-9729 Fax: (818) 313-8630 e-mail: rflannery@epradiological.com

7. Getinge USA, Inc. H-700151	Kenneth P. Jackson, Branch Manager 1777 East Henrietta Road P. O. Box 92640 Rochester, NY 14692 Telephone: (800) 475-9040 x 4419 Fax: (585) 214-6034 e-mail: kenneth.jackson@getingeusa.com
8. Hill-Rom Company, Inc. H-207975	Robert Branham, Field Services Mgr. 2101 West Alice Avenue, Suite 100 Phoenix, AZ 85021 Telephone: (800) 337-4774 Fax: (330) 869-4078 e-mail: Robert_Branham@hillrom.com
9. Medrad Incorporation H-700152	Jamianne Conaway, Inside Sale Rep. One Medrad Drive Indianola, PA 15051 Telephone: (800) 633-7231 x-3670 Fax: (412) 767-4126 e-mail: jconaway@medrad.com
10. MTS-Delft USA H-700166	Larry Cornell 206 East Garfield Road Aurora, OH 44202 Telephone: (800) 290-2565 Fax: (330) 562-2988 e-mail: lcornell@mts.com
11. RCI Image Systems H-700100	Richard Corrales, President 1210 West Jon Street Torrance, CA 90502 Telephone: (310) 965-0371 Fax: (310) 965-0085 e-mail: vickie@rcimaging.com
12. Superior Scientific, Inc. H-207974	Charles B. Brokaw, President Superior Scientific, Inc. 210 So. Raymond Avenue Alhambra, CA 91801 Telephone: (626) 281-5588 e-mail: cbrokaw@superiorscientific.com

EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT",
dated _____, 200_, and further identified as County Agreement
No. H-_____ and any amendments thereto (all hereafter referred
to as ``Agreement''); and

WHEREAS, it is the intent of the parties hereto to extend
the term and increase the maximum obligation to make changes
described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective January 1, 2007.
2. Schedule __ shall be added to the Agreement, attached
hereto and incorporated herein by reference. Wherever Schedule __
is referenced, it shall now also reference Schedule __.

3. Agreement Paragraph 1, TERM, shall be replaced as follows:

``1. TERM: The term of this Agreement shall commence on January 1, 2007, and shall continue in full force _____ (December 31, 2007 or December 31, 2011), unless sooner canceled or terminated as provided herein.''

4. Agreement Paragraph 4, BILLING AND PAYMENT, shall be revised to read as follows:

``4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph at the rates set forth in Schedule _____.

B. Contractor shall bill _____ (use as applicable) Harbor-UCLA Medical Center, Long Beach Comprehensive Health Center, and Wilmington Health Center, c/o General Accounting, Box 479, 1000 West Carson Street, Torrance, CA 90022, High Desert Health System, 44900 North 60th Street West, Lancaster, CA 93536, Martin Luther King, Jr./Drew Medical Center and Hubert H. Humphrey Comprehensive Health Center, c/o Rancho Los Amigos National Rehabilitation Center, Attention: General Accounting, Building 700, Room 93, 7601 East Imperial Highway, Downey, CA 90242, LAC+USC Medical Center, H. Claude Hudson, Edward R. Roybal and El Monte Comprehensive Health Centers, c/o Invoice

Processing, P.O. Box 86601, Los Angeles, CA 90031, Olive View Medical Center and San Fernando Health Center, Attention: Materials Management, 14445 Olive View Drive, Sylmar, CA 91342, Rancho Los Amigos National Rehabilitation Center, Finance Department, Chief Financial Officer, SSA Building - Room 2208, 7601 E. Imperial Highway, Downey, CA 90242, Public Health Finance (for Burbank, Glendale and North Hollywood Health Centers), 5555 Ferguson Drive, Room 100-50, Commerce, CA 90022, and Public Health Laboratory, 313 North Figueroa Street, 11th Floor, Los Angeles, CA 90012, hereunder according to the terms set forth in the BILLING AND PAYMENT paragraph of said Exhibit."

5. The following subparagraphs shall be added to Agreement Paragraph 5, MAXIMUM OBLIGATION, to read as follows:

"The maximum obligation of County for all services provided hereunder shall not exceed

_____ annually, for the period of January 1, 2007 through December 31, ____ (2007 or 2011).

During the term of this Agreement, the Director may amend Schedule _ if additional maintenance and repair services are needed and may increase the maximum obligation by no more than twenty percent (20%) above

the calendar year 2007 allocation for unanticipated maintenance and repair services.

In addition, the Director may adjust the County's maximum obligation during each calendar year of the Agreement term by no more than twenty percent (20%) of the calendar year 2007 allocation if equipment is added/removed to/from any Medical Facility."

6. Agreement Paragraph ("8", "11", or "12"), PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be replaced in its entirety to read as follows:

"____. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this

Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and

financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

7. Standard Provisions Paragraph ("35", "36", "37", "38", "39", or "40"), CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety to read as follows:

"___. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of

trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following:

- (1) violated a term of a contract with County or a nonprofit corporation created by County,
- (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any

other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,
(3) committed an act or offense which indicates a lack of business integrity or business honesty, or
(4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed

decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any

other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation

to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

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EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

DATEX-OHMEDA, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT",
dated June 29, 2004, and further identified as County Agreement
No. H-700835 and any amendments thereto (all hereafter referred
to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend
the term and increase the maximum obligation to make changes
described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective January 1, 2007.
2. Schedule A-4 shall be added to the Agreement and
replace Schedules A, A-1, A-2, and A-3. Wherever Schedule A
is referenced, it shall now also reference Schedule A-4,
attached hereto and incorporated herein by reference.

3. Agreement Paragraph 1, TERM, shall be replaced as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to and including June 30, 2010, unless sooner canceled or terminated as provided herein."

4. Agreement Paragraph 4, BILLING AND PAYMENT, shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph at the rates set forth in Schedule A-3.

B. Contractor shall bill Harbor-UCLA Medical Center (HARBOR), Long Beach Comprehensive Health Center, and Wilmington Health Center, c/o General Accounting, Box 479, 1000 West Carson Street, Torrance, CA 90509; High Desert Health System (HIGH DESERT), 44900 North 60th Street West, Lancaster, CA 93536; LAC+USC Medical Center (LAC+USC), c/o Invoice Processing, P.O. Box 86601, Los Angeles, CA 90031; Rancho Los Amigos National Rehabilitation Center (RANCHO), Finance Department, Chief Financial Officer, SSA Building - Room 2208, 7601 E. Imperial Highway, Downey, CA 90242; hereunder according to the terms set

forth in the BILLING AND PAYMENT paragraph of said Exhibit."

5. Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be revised to read as follows:

"5. MAXIMUM OBLIGATION:

A. The annual maximum obligation of County for services provided hereunder shall not exceed Forty-Three Thousand, Six Hundred Ninety-Two Dollars (\$43,692), of which Thirty-One Thousand Dollars (\$31,000) is for OLIVE VIEW, and Five Thousand, Three Hundred Dollars (\$5,300) is for HIGH DESERT for the period July 1, 2004 through June 30, 2005, and Seven Thousand, Three Hundred Ninety-Two Dollars (\$7,392) is for HARBOR for the period February 15, 2005 through June 30, 2005.

B. The maximum obligation of County for services provided hereunder shall not exceed Seventy-Seven Thousand, Eighty-Four Dollars (\$77,084), of which Thirty-One Thousand Dollars (\$31,000) is for OLIVE VIEW, Five Thousand, Three Hundred Dollars (\$5,300) is for HIGH DESERT, Fourteen Thousand, Seven Hundred Eighty-Four Dollars (\$14,784) is for HARBOR, and Twenty-Six Thousand Dollars (\$26,000) is for RANCHO for the period July 1, 2005 through June 30, 2007, annually.

C. The maximum obligation of County for services provided hereunder shall not exceed Seventy-Five Thousand, Three Hundred Ninety-Three Dollars (\$75,393) for LAC+USC for the period of January 1, 2007 through June 30, 2007.

D. The maximum obligation shall not exceed Six Hundred Ninety-Six Thousand, One Hundred One Dollars (\$696,101), of which Five Thousand, Three Hundred Dollars (\$5,300) is for HIGH DESERT, Sixteen Thousand, Eight Hundred Dollars (\$16,800) is for HARBOR, Twenty-Six Thousand Dollars (\$26,000) is for RANCHO, and One Hundred Fifty Thousand, Seven Hundred Eighty-Six Dollars (\$150,786) is for LAC+USC for the period July 1, 2007 through June 30, 2010, annually.

E. During the term of this Agreement, the Director may amend Schedule A-3 if additional maintenance and repair services are needed and may increase the maximum obligation by no more than twenty percent (20%) above the fiscal year 2007-08 allocation for unanticipated maintenance and repair services.

F. In addition, the Director may adjust the County's maximum obligation during each calendar year of the Agreement term by no more than twenty percent (20%) of the fiscal year 2007-08 allocation if equipment is added/removed to/from any Medical Facility."

6. Standard Provisions Paragraph 19, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be replaced in its entirety to read as follows:

"19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, Of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties,

responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

7. Standard Provisions Paragraph 41, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety to read as follows:

"41. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this

or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following:

- (1) violated a term of a contract with County or a nonprofit corporation created by County,
- (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,
- (3) committed an act or offense which indicates a lack of business integrity or business honesty, or
- (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors.

The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in

writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

DATEX-OHMEDA, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

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SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

	Equipment	Site/Serial Number	Service Type	Quantity	No. of PMS	Quarterly Rate	Annual Rate
FACILITY: HARBOR-UCLA MEDICAL CENTER							
1	ADU (ADU-98)	40022364	Comprehensive	1	2	0	\$2,604
2	ADU (ADU-98)	40027778	Comprehensive	1	2	\$651	\$2,604
3	Aestiva 3000 w/ 7900 Vent (AES-3000)	AMRG01467	Comprehensive	1	2	\$384	\$1,536
4	M-SERIES GAS (Compact Airway Module)	395109	Comprehensive	1	2	\$204	\$816
5	M-SERIES GAS (Compact Airway Module)	4742580	Comprehensive	1	2	\$204	\$816
6	M-SERIES GAS (Compact Airway Module)	4761172	Comprehensive	1	2	\$204	\$816
7	M-SERIES GAS (Compact Airway Module)	4766795	Comprehensive	1	2	\$204	\$816
8	M-SERIES GAS (Compact Airway Module)	4902892	Comprehensive	1	2	\$204	\$816
9	S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	4291558	Comprehensive	1	2	\$198	\$792
10	S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	4736537	Comprehensive	1	2	\$198	\$792
11	S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	4742600	Comprehensive	1	2	\$198	\$792
12	S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	812749	Comprehensive	1	2	\$198	\$792
13	S5-AM-1-MD (S5 Anesthesia Monitor w/ 03 SW and B-DISPX)	819903	Comprehensive	1	2	\$198	\$792
14	4-DTC-Zone-Charge	N/A	Comprehensive	1	4	\$0	\$0
15	Aestiva	AMRGO1863	BASIC	1	2	\$168	\$672
16	Aestiva	AMRGO2316	BASIC	1	2	\$168	\$672
17	Aestiva	AMRGO2429	BASIC	1	2	\$168	\$672
Total Equipment Rate						\$3,549	\$16,800
Reserve Funds for Emergency Repairs							
Total							\$0
							\$16,800

SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

Equipment	Site/Serial Number	Service Type	Quantity	No. of PMS	Quarterly Rate	Annual Rate
FACILITY: RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER						
1 Anesthesia Machine ADU	40107992	Comprehensive	1	2	\$651	\$2,604
2 Anesthesia Machine ADU	40122659	Comprehensive	1	2	\$651	\$2,604
3 M-Series Gas Compact Airway Module		Comprehensive	1	2	\$231	\$924
4 M-Series Gas Compact Airway Module		Comprehensive	1	2	\$231	\$924
5 S5 AM without Gas Module		Comprehensive	1	2	\$207	\$828
6 S5 AM without Gas Module		Comprehensive	1	2	\$207	\$828
7 Zone Charge 3 hours		Comprehensive	1	2	\$126	\$504
8 3 DTC Zone Charge		Comprehensive	1	2	\$0	\$0
9 Modulus II Anesthesia Machine	ABQP00008	Comprehensive	1	4	\$387	\$1,548
10 Modulus II Anesthesia Machine	ABQP01265A	Comprehensive	1	4	\$387	\$1,548
11 Modulus II Plus Anes Anesthesia Machine	ABQT00173	Comprehensive	1	4	\$324	\$1,296
12 Modulus II Plus Anes Anesthesia Machine	ABQT00426	Comprehensive	1	4	\$324	\$1,296
13 7000 Ventilator	CAFN01758	Comprehensive	1	4	\$255	\$1,020
14 7000 Ventilator	CAFP01062	Comprehensive	1	4	\$255	\$1,020
15 7810 Ventilator	CAHS01823	Comprehensive	1	4	\$369	\$1,476
16 7810 Ventilator	CAHT00326	Comprehensive	1	4	\$369	\$1,476
17 Vaporizer Efficacy Test		Comprehensive	4	2	\$90	\$360
18 Zone Charge 3 hours		Comprehensive	1	2	\$252	\$1,008
19 3 DTC Zone Charge		Comprehensive	1	2	\$0	\$0
Total Equipment Rate					\$5,316	\$21,264
Reserve Funds for Emergency Repairs						
Total						\$4,736
						\$26,000

SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

Equipment	Site/Serial Number	Service Type	Quantity	No. of PMS	Quarterly Rate	Annual Rate
FACILITY: HIGH DESERT HEALTH SYSTEM						
1 Vaporizer	CBHV01064	Comprehensive	1	4	\$369	\$1,476
2 Vaporizer	ABQV01081	Comprehensive	1	4	\$324	\$1,296
3 Vaporizer	158452ZW01	Comprehensive	1	4	\$102	\$408
4 Vaporizer	158452ZW02	Comprehensive	1	4	\$102	\$408
5 Vaporizer	158452ZW03	Comprehensive	1	4	\$102	\$408
6 Vaporizer	158452ZV01	Comprehensive	1	4	\$45	\$180
7 Vaporizer	15845201	Comprehensive	1	4	\$252	\$1,008
	Total Equipment Rate				\$1,296	\$5,184
	Reserve Funds for Emergency Repairs					\$116
	Total					\$5,300

FACILITY: LAC+USC MEDICAL CENTER						
1 ADU Anesthesia System	40202532	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
2 ADU Anesthesia System	40202535	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
3 ADU Anesthesia System	40202536	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
4 ADU Anesthesia System	40202537	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
5 S/5 ADU System Config. w/ two LCD Displays	40098750	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
6 S/5 ADU System Config. w/ two LCD Displays	40104728	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
7 S/5 ADU System Config. w/ two LCD Displays	40104733	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
8 S/5 ADU System Config. w/ two LCD Displays	40104734	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
9 S/5 ADU System Config. w/ two LCD Displays	40104735	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
10 S/5 ADU System Config. w/ two LCD Displays	40104736	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
11 S/5 ADU System Config. w/ two LCD Displays	40104737	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
12 S/5 ADU System Config. w/ two LCD Displays	40104738	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756
13 S/5 ADU System Config. w/ two LCD Displays	40104739	Comprehensive E2 24X7 D-O Inc.	1	2	\$939	\$3,756

SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

	Equipment	Site/Serial Number	Service Type	Quantity	No. of PMS	Quarterly Rate	Annual Rate
14	S/5 ADU System Config. w/ two LCD Displays	40104740	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
15	S/5 ADU System Config. w/ two LCD Displays	40104741	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
16	S/5 ADU System Config. w/ two LCD Displays	40104742	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
17	S/5 ADU System Config. w/ two LCD Displays	40104743	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
18	S/5 ADU System Config. w/ two LCD Displays	40104744	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
19	S/5 ADU System Config. w/ two LCD Displays	40104745	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
20	S/5 ADU System Config. w/ two LCD Displays	40104746	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
21	S/5 ADU System Config. w/ two LCD Displays	40104747	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 939	\$3,756
22	S/5 Compact Airway Module, M-CAIOV, English	6013520	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
23	S/5 Compact Airway Module, M-CAIOV, English	6001631	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
24	S/5 Compact Airway Module, M-CAIOV, English	6013524	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
25	S/5 Compact Airway Module, M-CAIOV, English	6013507	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
26	S/5 Compact Airway Module, M-CAIOV, English	4208677	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
27	S/5 Compact Airway Module, M-CAIOV, English	4267947	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
28	S/5 Compact Airway Module, M-CAIOV, English	4639372	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
29	S/5 Compact Airway Module, M-CAIOV, English	4664639	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
30	S/5 Compact Airway Module, M-CAIOV, English	4677485	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
31	S/5 Compact Airway Module, M-CAIOV, English	4679415	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
32	S/5 Compact Airway Module, M-CAIOV, English	4679430	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
33	S/5 Compact Airway Module, M-CAIOV, English	4679446	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200
34	S/5 Compact Airway Module, M-CAIOV, English	4682374	Comprehensive E2 24X7 D-O Inc.	1	2	\$ 300	\$1,200

SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

	Equipment	Site/Serial Number	Service Type	Quantity	No. of PMS	Quarterly Rate	Annual Rate
35	S/5 Compact Airway Module, M-CAIOV, English	4682392	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
36	S/5 Compact Airway Module, M-CAIOV, English	4682393	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
37	S/5 Compact Airway Module, M-CAIOV, English	4682395	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
38	S/5 Compact Airway Module, M-CAIOV, English	4682433	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
39	S/5 Compact Airway Module, M-CAIOV, English	4695007	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
40	S/5 Compact Airway Module, M-CAIOV, English	4718813	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
41	S/5 Compact Airway Module, M-CAIOV, English	4718824	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
42	S/5 Compact Airway Module, M-CAIOV, English	4696267	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
43	S/5 Compact Airway Module, M-CAIOV, English	6051544	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
44	S/5 Compact Airway Module, M-CAIOV, English	6068928	Comprehensive E2 24X7 D-O Inc.	1	2	\$300	\$1,200
45	Base Model, S/5 AM	6007821	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
46	Base Model, S/5 AM	6013363	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
47	Base Model, S/5 AM	6015511	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
48	Base Model, S/5 AM	6015512	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
49	S/5 8-Module Frame, F-CU8, 110-120V	4464608	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
50	S/5 8-Module Frame, F-CU8, 110-120V	4679650	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
51	S/5 8-Module Frame, F-CU8, 110-120V	4679653	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
52	S/5 8-Module Frame, F-CU8, 110-120V	4679660	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
53	S/5 8-Module Frame, F-CU8, 110-120V	4679661	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
54	S/5 8-Module Frame, F-CU8, 110-120V	4686230	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
55	S/5 8-Module Frame, F-CU8, 110-120V	4686295	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044

SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

Equipment	Site/Serial Number	Service Type	Quantity	No. of PMs	Quarterly Rate	Annual Rate
56 S/5 8-Module Frame, F-CU8, 110-120V	4686296	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
57 S/5 8-Module Frame, F-CU8, 110-120V	4686298	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
58 S/5 8-Module Frame, F-CU8, 110-120V	4687151	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
59 S/5 8-Module Frame, F-CU8, 110-120V	4687153	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
60 S/5 8-Module Frame, F-CU8, 110-120V	4690460	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
61 S/5 8-Module Frame, F-CU8, 110-120V	4690461	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
62 S/5 8-Module Frame, F-CU8, 110-120V	4690463	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
63 S/5 8-Module Frame, F-CU8, 110-120V	4690471	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
64 S/5 8-Module Frame, F-CU8, 110-120V	4690472	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
65 S/5 8-Module Frame, F-CU8, 110-120V	4690473	Comprehensive E2 24X7 D-O Inc.	1	2	\$261	\$1,044
66 MOD SE W/7900	AMFA00286	Comprehensive E2 24X7 D-O Inc.	1	2	\$714	\$2,856
67 Vaporizer Efficacy Test	158457ZV01	Comprehensive E2 24X7 D-O Inc.	1	2	\$54	\$216
68 Capnomac Ultima Monitor	344663	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
69 Capnomac Ultima Monitor	344759	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
70 Capnomac Ultima Monitor	344781	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
71 Capnomac Ultima Monitor	344786	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
72 Capnomac Ultima Monitor	346002	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
73 Capnomac Ultima Monitor	346056	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
74 Capnomac Ultima Monitor	346069	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
75 Capnomac Ultima Monitor	346072	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446
76 Capnomac Ultima Monitor	346095	Comprehensive E2 24X7 D-O Inc.	1	2	\$362	\$1,446

SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

Equipment	Site/Serial Number	Service Type	Quantity	No. of PMs	Quarterly Rate	Annual Rate
77 Trace Gas Analysis	158457ZW01	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
78 Trace Gas Analysis	158457ZW02	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
79 Trace Gas Analysis	158457ZW03	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
80 Trace Gas Analysis	158457ZW04	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
81 Trace Gas Analysis	158457ZW05	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
82 Trace Gas Analysis	158457ZW06	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
83 Trace Gas Analysis	158457ZW07	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
84 Trace Gas Analysis	158457ZW08	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
85 Trace Gas Analysis	158457ZW09	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
86 Trace Gas Analysis	158457ZW10	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
87 Trace Gas Analysis	158457ZW11	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
88 Trace Gas Analysis	158457ZW12	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
89 Trace Gas Analysis	158457ZW13	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
90 Trace Gas Analysis	158457ZW14	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
91 Trace Gas Analysis	158457ZW15	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
92 Trace Gas Analysis	158457ZW16	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
93 Trace Gas Analysis	158457ZW17	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
94 Trace Gas Analysis	158457ZW18	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
95 Trace Gas Analysis	158457ZW19	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
96 Trace Gas Analysis	158457ZW20	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
97 Trace Gas Analysis	158457ZW21	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210

SCHEDULE A-4
DATEX-OHMEDA, INC.
EFFECTIVE JANUARY 1, 2007 THROUGH JUNE 30, 2010

Equipment	Site/Serial Number	Service Type	Quantity	No. of PMS	Quarterly Rate	Annual Rate
98 Trace Gas Analysis	158457ZW22	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
99 Trace Gas Analysis	158457ZW23	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
100 Trace Gas Analysis	158457ZW24	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
101 Trace Gas Analysis	158457ZW25	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
102 Trace Gas Analysis	158457ZW26	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
103 Trace Gas Analysis	158457ZW27	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
104 Trace Gas Analysis	158457ZW28	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
105 Trace Gas Analysis	158457ZW29	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
106 Trace Gas Analysis	158457ZW30	Comprehensive E2 24X7 D-O Inc.	1	2	\$53	\$210
107 Zone-Charge-12DTC		Comprehensive E2 24X7 D-O Inc.	1	2	\$0	\$0
Total Equipment Rate					\$37,697	\$150,786
Reserve Funds for Emergency Repairs						
Total						\$150,786

*The above rates are all-inclusive for preventive and as-needed repair services performed during Monday through Friday, 8:00 am to 5:00 pm, excluding County Holidays. For after hour services, services shall be billed at the following hourly rates:

\$178/hour for services performed Monday through Friday, between 5:01 pm to 8:00 am.

\$267/hour for services performed on weekends and County Holidays.

Parts shall be invoiced at Contractor's current list or exchange price plus sales tax and freight upon written consent of Director.

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),
and POUK & STEINLE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT",
dated June 29, 2004, and further identified as County Agreement
No. H-700773 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to increase
the fees with no change to the maximum obligation, and to make
other changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective January 1, 2007.
2. Effective January 1, 2007, Schedule A-1 in the Agreement
shall hereafter be replaced by Schedule A-2, attached hereto and
incorporated by reference.
3. Agreement Paragraph 4, BILLING AND PAYMENT, shall be
revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph and at the rates set forth in Schedule A-2.

B. Contractor shall bill Rancho Los Amigos National Rehabilitation Center, c/o Finance Department, 7601 East Imperial Highway, SSA Building - Room 2208, Downey, California, 90242, hereunder according to the terms set forth in the BILLING AND PAYMENT Paragraph of said Exhibit."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

POUK & STEINLE, INC. _____
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

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SCHEDULE A-2
PRICING SCHEDULE
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

PREVENTIVE MAINTENANCE SERVICE

Equipment Description	Fee
Power House Substation's nine medium voltage circuit breakers consisting of the main breaker and the eight feeder breakers with their protective relays (29 solid-state and 8 electromechanical).	\$35,000

Total Cost for Routine Preventive Maintenance Services: \$35,000

AS-NEEDED REPAIR SERVICES (Hourly Rates and Parts)

	Hourly Rate
Foreman, straight time	\$95
Foreman, double time	\$135
Journeyman (lineman/cable splicer), straight time	\$90
Journeyman (lineman/cable splicer), double time	\$130
Apprentice, straight time	\$75
Apprentice, double time	\$115
PARTS	
Contractor's cost plus 10%	

Maximum Total Reserve for As-Needed Repair Services: \$165,000

Maximum Total Cost: \$200,000

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and SOUTHERN CALIFORNIA BOILER, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT",
dated June 29, 2004, and further identified as County Agreement
No. H-700917 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to increase
the fees with no change to the maximum obligation, and to make
other changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective January 1, 2007.
2. Effective January 1, 2007, Schedule A-1 in the Agreement
shall hereafter be replaced by Schedule A-2, attached hereto and
incorporated by reference
3. Agreement Paragraph 4, BILLING AND PAYMENT, shall be
revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph and at the rates set forth in Schedule A-2.

B. Contractor shall bill Rancho Los Amigos National Rehabilitation Center (RANCHO), Finance Department, Attention: Chief Financial Officer, SSA Building - Room 2208, 7601 East Imperial Highway, Downey, California, 90242; and Harbor-UCLA Medical Center (HARBOR), General Accounting, Box 479, 1000 West Carson Street, Torrance, California, 90509, hereunder according to the terms set forth in the BILLING AND PAYMENT Paragraph of said Exhibit."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

SOUTHERN CALIFORNIA BOILER, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

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SCHEDULE A-2

SOUTHERN CALIFORNIA BOILER, INC.

JULY 1, 2006 THROUGH JUNE 30, 2009

**PREVENTIVE MAINTENANCE
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

QUANTITY	DESCRIPTION	QUARTERLY RATE	ANNUAL COST
4	Nebraska Boiler (includes service and tune up on natural gas & oil during June and December)	\$2,665.00	\$10,660.00
4	Nebraska Boiler (includes service and tune up on natural gas only during May and November)	\$905.00	\$3,620.00
	QUARTERLY PAYMENT, In arrears	\$3,570.00	\$14,280.00

**SOURCE TESTING
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

QUANTITY	DESCRIPTION	ANNUAL COST
4	Annual Source Testing Technician Support	\$880.00
	Total Cost-Preventive Maintenance and Source Testing Support	\$15,160.00
	Reserve funds for services not covered under Preventive Maintenance, i.e. As Needed Repairs, Parts	\$144,840.00
	MAXIMUM TOTAL COST FOR RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER	\$160,000.00

**PREVENTIVE MAINTENANCE
HARBOR/UCLA MEDICAL CENTER, LONG BEACH COMPREHENSIVE HEALTH CENTER, BELLFLOWER AND WILMINGTON HEALTH CENTERS**

QUANTITY	DESCRIPTION	SEMI-ANNUAL RATE	ANNUAL COST
3	Superior Boiler (Model # 4x-2007-s150-cf) Serial Numbers: 72492,72493,72494 Harbor/UCLA MC	\$1,668.00	\$3,336.00
2	AJAX (Model # WGH-675-S) Serial Number: 85-37188,85-37182 Long Beach CHC	\$1,400.00 (for CHC and HCs)	\$2,800.00
1	RBI (Model # 33DB1950NASSS) Serial Number: 040227546 Bellflower HC		
1	RBI (Model # 33DWO400NA550) Serial Number: 120230479 Wilmington HC		
	SEMI-ANNUAL PAYMENT, In arrears	\$3,068.00	\$6,136.00

SCHEDULE A-2

SOUTHERN CALIFORNIA BOILER, INC.

JULY 1, 2006 THROUGH JUNE 30, 2009

**SOURCE TESTING
HARBOR/UCLA MEDICAL CENTER**

QUANTITY	DESCRIPTION	ANNUAL COST
3	Source Testing. Includes two fuels tested per burner and no formaldehydes Harbor-UCLA MC	\$4,660.00
	Total Cost-Preventive Maintenance and Source Testing Support	\$10,796.00
	Reserve funds for services not covered under Preventive Maintenance, i.e. As Needed Repairs, Parts	\$3,604.00
	MAXIMUM TOTAL COST FOR HARBOR-UCLA MEDICAL CENTER, LONG BEACH COMPREHENSIVE HEALTH CENTER, BELLFLOWER AND WILMINGTON HEALTH CENTERS	\$14,400.00

AS NEEDED REPAIR SERVICES RATES - FOR ALL FACILITIES

LABOR	REGULAR RATE	OVERTIME RATE 1	OVERTIME RATE 2
Control Technician (PLC, Computer & DCS Service)	\$110/hour	\$165/hour	\$220/hour
Control Technician (Instrument & Control Service)	\$98/hour	\$147/hour	\$196/hour
Boiler Maker (Certified Welder, Pipe Fitter; includes truck, tools welding and cutting set-ups)	\$94/hour	\$141/hour	\$188/hour
Mechanical (Mechanic Work)	\$86/hour	\$129/hour	\$172/hour
Supervisor and Consulting Personnel	\$125/hour	N/A	N/A

- Regular Rate applies Monday through Friday, 7:30 a.m. - 4:30 p.m.
- Overtime Rate 1 applies Monday through Friday, prior to 7:30 a.m. and after 4:30 p.m. and Saturday and Sunday first 8 hours worked.
- Overtime Rate 2 applies Saturday and Sunday after 8 hours worked and on Holidays.

EQUIPMENT RATES:

Enerac/Firetron NOx Analyzer \$100 Per Boiler

Calibration Gases Used on Customer's Equipment \$35

Additional Portable Welding Machine \$17 per hour

Computer Calibration/Hand Held \$75 per hour

PER DIEM RATE \$85 Per Technician

PARTS Cost, plus 30%